

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

Glenda Trefz

Plaintiff

v.

**Life Insurance Company
of North America**

Defendants

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CIVIL NO. : 3:19-cv-815

ORIGINAL COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

NOW COMES Glenda Trefz, Plaintiff herein, complaining of Life Insurance Company of North America, Defendant, and for cause of action would show:

1. Plaintiff resided in the Northern District of Texas, at the time of the incident made the subject of this Complaint.
2. Defendant, Life Insurance Company of North America, (hereinafter referred to as ("LINA")) is an insurance corporation duly and legally formed under the laws of Pennsylvania, which does business in the State of Texas and may be served with citation herein by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201-3136.
3. This court has original jurisdiction of this case under 29 U.S.C. § 1132(e). Plaintiff brings suit under the civil enforcement provisions of the Employee Retirement

Income Security Act of 1974 (“ERISA”), specifically including 29 U.S.C. § 1132 (a)(1)(B). Plaintiff is a participant in or beneficiary of an employee welfare benefit plan, which provides benefits under an insurance policy issued by LINA. Plaintiff seeks to recover benefits due under the plan, to enforce her rights under the terms of the plan, and to clarify her rights to future benefits under the terms of the plan.

4. Plaintiff further brings suit under 29 U.S.C. § 1133. After properly appealing the denial of benefits under the plan, LINA failed to provide Plaintiff a full and fair appeal.
5. Plaintiff was an employee of Texas Health Resources, in 2013 when she became disabled. Plaintiff has been found to be totally disabled by the Social Security Administration under its standards. At the time she became disabled, Plaintiff was a participant in the employee welfare benefits plan sponsored by Texas Health Resources. This employee welfare benefits plan included Long Term Disability (LTD) insurance benefits under a policy of insurance, issued by LINA, identified as policy number FLK-980059 and insuring Plaintiff.
6. Plaintiff properly submitted an LTD claim to LINA identified as claim number 3134555-02 which was initially approved, but thereafter denied. Plaintiff then properly appealed to the designated fiduciary of the plan but Plaintiff’s appeal was denied on March 29, 2019.

7. The employee welfare benefits plan sponsored by Texas Health Resources also provided life insurance benefits to Plaintiff, under a policy of insurance, issued by LINA, identified as policy number FLX-980169 and insuring Plaintiff. This life insurance policy included a Waiver of Premium (WOP) benefit, which provided that Plaintiff's life insurance benefits would be continued, without the need to pay a premium, while Plaintiff remained disabled.
8. Plaintiff properly submitted a WOP claim to LINA, also identified as claim number 3134555-02 which was initially approved, but thereafter denied. Plaintiff then properly appealed to the designated fiduciary of the plan but Plaintiff's appeal was denied on March 29, 2019.
9. Plaintiff has exhausted all required administrative remedies available to her under the plan. All conditions precedent to this cause of action have been met or have occurred.
10. The policies at issue in this case do not lawfully delegate discretionary authority to LINA. LINA's benefit determinations are therefore subject to *de novo* review.
11. Plaintiff is entitled to recover under the civil enforcement provisions of ERISA and seeks the benefits she has been denied, clarification of her right to receive future benefits under the policies, attorney's fees and expenses incurred herein and other appropriate equitable relief.

WHEREFORE, Plaintiff prays that Defendant be cited to appear herein and answer and that on final hearing, she have judgment against Defendant for her damages, plus pre-judgment and post-judgment legal interest, for costs of suit, for reasonable attorney's fees and expenses incurred and that Plaintiff have a clarification of her right to receive future benefits under the Plan, to which she may show herself justly entitled under the attending facts and circumstances.

Respectfully submitted,

By: /s/ Lonnie Roach
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